

# **EXHIBIT SSS**

<hr/>		X
U.S. BANK NATIONAL ASSOCIATION,		:
		:
Plaintiff,		:
		:
-against-		:
		:
SUN LIFE ASSURANCE COMPANY OF CANADA,		:
		:
Defendant.		:
<hr/>		X

1. I am Senior Vice President and General Counsel of non-party Coventry First LLC (“Coventry First”) and submit this declaration on that company’s behalf. I have personal knowledge of the facts described herein.

3. The Policy was issued by Sun Life Insurance Company (“Sun Life”) on or about December 2, 2005. The initial owner of the Policy was the Peter Van de Wetering Revocable Life Insurance Trust #3 (the “Trust #3”).

4. On December 20, 2007, more than two years after Sun Life issued the Policy, the Trust sold it Coventry First for \$1,475,000. Of that purchase price, \$904,710.11 was remitted to BOA to satisfy the loan. The Van de Wetering Family Trust #III received the remainder of the proceeds from the purchase price, \$570,289.89.

5. Coventry First received Verbal Verification of Coverage from Sun Life prior to the purchase of the Policy, which included confirmation from Sun Life that the Policy was past its contestability period.

6. As a condition to the sale of the Policy, Coventry First received several representations from Trust #3 as the seller of the Policy in a Disclosure Statement and Seller Acknowledgment (the "Acknowledgment"), including, but not limited to, the following:

- a. That Trust #3 has a complete understanding of the Life Insurance Policy Purchase Agreement (the "Purchase Agreement") and the benefits of the Policy;
- b. that Trust #3 is signing the [Acknowledgement] freely and voluntarily and is of sound mind and not subject to any constraint or undue influence;
- c. that Trust #3 has had an opportunity to review the Purchase Agreement with Trust #3's attorneys and/or advisors; and
- d. that the Purchase Agreement enables Trust #3 to sell the Policy for cash at a discount from its face value and the purchase price is a fair and reasonable consideration for the Policy.

7. Also as a condition to the sale of the Policy, Coventry First received several additional representations from Trust #3 in the Purchase Agreement, including, but not limited to, the following:

- a. That the benefits of the Policy including any portion of the death benefits, are incontestable, as set forth in the contestability provisions of the Policy and to the best of Trust #3's knowledge there are no facts or circumstances in existence as of the date of the Purchase Agreement which could serve as a defense to payment in full of the death benefits payable by Sun Life to the named beneficiaries upon the death of Mr. Van de Wetering;
- b. that the Policy is in full force and effect and the original owner of the Policy had an insurable interest at the time the Policy was first issued; and
- c. that no representation or warranty by Trust #3 or any other person or entity contained in the application for the Policy, or otherwise made

to Sun Life, contains any untrue statement of material fact, or omits to state a material fact necessary to make such representation and/or warranty not misleading in light of the circumstances under which such statement(s) were made.

8. Neither Coventry First nor any of its affiliates are aware of any plan or agreement at or about the time the Policy was issued between or among Mr. Van de Wetering, his broker or any third party and Coventry First or any Coventry entity to sell or relinquish the Policy to Coventry First or any Coventry entity.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2-18-16

Amy Welsh  
Amy Welsh

# EXHIBIT TTT

**Sun Life Assurance Company of Canada**  
**Sun Life Assurance Company of Canada (U.S.)**

(Hereinafter referred to as "the Company")  
One Sun Life Executive Park, Wellesley Hills, MA 02481

**Part II of Application for Life Insurance**



1. Name of Proposed Insured <b>PETER VAN DE WETERING</b>	Application Number
---	--------------------

Please provide full details for all "Yes" answers on Page 2.

2. Are you being treated by diet, drugs or other means? .....
3. Have you ever had, been told you have or been treated by a physician for:
  - a. High blood pressure, chest discomfort, stroke, circulatory or heart disorder? .....
  - b. Diabetes, sugar in the urine, thyroid, or other glandular (endocrine) disorder? .....
  - c. Kidney, bladder, urinary, reproductive organ or prostate disorder? .....
  - d. Protein (albumin), blood or pus in the urine, sexually transmitted disease or venereal disease? .....
  - e. Cancer, tumor, polyp, or disorder of the skin or breast? .....
  - f. Asthma, pneumonia, emphysema, or any other respiratory or lung disorder? .....
  - g. Seizure, convulsion, fainting, loss of consciousness, tremor, paralysis, or other disorder of the nervous system? .....
  - h. Anxiety, depression, stress or any psychological or emotional condition or disorder? .....
  - i. Colitis, hepatitis, ulcers, or other disorders of the stomach, liver or digestive system? .....
  - j. Arthritis, gout, back or joint pain, bone fracture, or muscle disorder? .....
  - k. Anemia, bleeding, or blood disorder? .....
  - l. Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC)? .....
  - m. A positive blood test for antibodies to the AIDS (HIV) virus? .....
4. Have you:
  - a. Regularly used amphetamines, marijuana, cocaine, hallucinogens, heroin or other drugs except as prescribed by a physician? .....
  - b. Been treated or counseled for alcoholism or drug abuse? .....
  - c. Been advised to reduce your consumption of alcohol? .....
5. Do you have any health symptoms for which a physician has not been consulted or treatment received? For example, persistent fever, unexplained weight loss, loss of appetite, pain or swelling? .....
6. Other than previously stated, have you within the past five years:
  - a. Consulted a physician or any other practitioner, had a checkup, illness, surgery or been hospitalized? .....
  - b. Had an electrocardiogram, stress or exercise test, x-ray, blood test or other diagnostic test? .....
  - c. Been advised to have, or scheduled, any diagnostic test, hospitalization or surgery which was not completed? .....
7. Have any of your parents, brothers or sisters had diabetes, heart disease or high blood pressure? .....
8. Family History

	Age(s) if Living	Age(s) at Death	State of Health or Cause of Death
Father	<b>Redacted</b>		
Mother			
Brother(s)			
Sister(s)			

Please provide full details for all "Yes" answers. (Include the dates, the results and the names and addresses of all attending physicians and medical facilities.)

Question

Details

<h1>Redacted</h1>	

I declare that I have made no statement to the medical examiner, agent, or any other person connected with the Company which in any way qualifies or modifies the above answers which I have read and confirm to be full and true to the best of my knowledge and belief. I understand that any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

Signed at

City/State <b>Wilmington, DE</b>	Date (m/d/y) <b>11/2/05</b>
Signature of Person proposed for Insurance <b>X [Signature]</b>	in presence of (Medical or paramedical examiner will please sign here) <b>X [Signature]</b>

# Medical Report on Proposed Insured

Name <b>PETER VANDE WETERING</b>		Birth Date (mo./d./y.) <b>Redacted</b>	Age
Name of Agent <b>BRUCE MALTA</b>		Sales Office	

Place of examination: ☐ My office ☐ Applicant's place of business Time \_\_\_\_\_ ☐ A.M. ☐ P.M.  
☐ Applicant's residence ☐ Elsewhere

Please answer all questions as fully and carefully as possible and mail or deliver the report as indicated on Page 4.

9. Have you attended the applicant professionally? If so, for what and when? (Details on Page 4) ..... ☐ Yes ☐ No

10. Height: (In shoes) \_\_\_\_\_ ft. \_\_\_\_\_ ins. Weight: (In clothing) \_\_\_\_\_ lbs.

Have you measured him/her? ..... ☐ Yes ☐ No

Have you weighed him/her? ..... ☐ Yes ☐ No

Change in weight: ☐ No change ☐ Gain ☐ Loss \_\_\_\_\_ lbs. Reason for change: \_\_\_\_\_

Circumference of chest. In full inspiration: \_\_\_\_\_ In forced expiration: \_\_\_\_\_ Measure around abdomen: \_\_\_\_\_

11. Blood pressures. If the initial reading exceeds 140/90, read it again later and record all the readings in the order they were taken.

	(1)	(2)	(3)	Any history of hypertension? <input type="checkbox"/> Yes <input type="checkbox"/> No
Systolic				
Diastolic				Pulse Rate

12. a. Has the applicant used tobacco, (cigarettes, cigars, chewing tobacco, etc.) or products containing nicotine (nicorette gum, nicotine patch, etc.) within the past 12 months? ..... ☐ Yes ☒ No

b. Has the applicant used tobacco or nicotine products in the past and stopped? ..... ☐ Yes ☒ No

If yes, date stopped: \_\_\_\_\_

Questions 13-15 to be filled out only if exam is performed by a medical examiner.

Please give details of questions answered "Yes" on Page 4.

13. Is there any abnormality:

a. Of the oral cavity, eyes, ears, skin (including xanthelasma, xanthomata, arcus senilis)? ..... ☐ Yes ☐ No

b. Of the lymph nodes or the thyroid gland? ..... ☐ Yes ☐ No

c. Of chest, spine or extremities? ..... ☐ Yes ☐ No

d. Of lungs on percussion and auscultation? ..... ☐ Yes ☐ No

e. Of the heart with respect to size and sounds? ..... ☐ Yes ☐ No

14. Is there:

a. Edema of the ankles? ..... ☐ Yes ☐ No

b. Intra-abdominal abnormality (enlarged liver, palpable spleen, palpable mass)? ..... ☐ Yes ☐ No

c. Any surgical scar? ..... ☐ Yes ☐ No

d. A hernia? If so, describe. .... ☐ Yes ☐ No

e. Abnormality of the nervous system (muscular power, reflexes, etc.)? ..... ☐ Yes ☐ No

f. Inequality or inadequacy of the pulsations of the femoral, dorsalis pedis and posterior tibial arteries? ... ☐ Yes ☐ No

15. a. Describe general appearance, e.g. vigorous and healthy, pale, sickly, etc.

b. Reviewing all the features, please give your medical diagnosis: ☐ Healthy and unimpaired ☐ Other (clarify)

Supplemental questions to be answered by examiner on applicants age 70 and over.

16. Did the Proposed Insured require any assistance, either by device (cane, walker, wheel chair, etc.) or third party, to arrive at and participate in this examination? ..... ☐ Yes ☐ No

17. Did the Proposed Insured require any assistance from a third party to understand and answer the questions from this exam? ..... ☐ Yes ☐ No

18. Does the Proposed Insured display any signs or symptoms of confusion, dementia or memory loss? ..... ☐ Yes ☐ No

19. Does the Proposed Insured understand that this exam is related to the purchase of a life insurance policy on his or her life? ..... ☐ Yes ☐ No

Please give details of questions answered "Yes."

Question	Details

N.B. If you are aware of any additional facts, please submit them by private letter to the Medical Director at Sun Life Financial's U.S. Headquarters. Your letter will be held in strict confidence.

N.B. If you are not a regular examiner for this company, please state:

Signed at

City/State	Date (m/d/y)
Signature of Medical or Paramedical Examiner X	My fee for this report is \$
Medical School (if applicable)	
Your Address	

**Identification** To be filled out only if exam is performed by a paramedical examiner.

Proposed Insured Must Show Acceptable Form of Identification:

☐ Driver's License ☐ Employment I.D. ☐ Passport ☐ Green card ☐ Other picture/signature I.D.

In my opinion, the item checked is positive identification of proposed insured. .... ☐ Yes ☐ No\*

Proposed Insured speaks and understands the English language..... ☐ Yes ☐ No\*

\*If either question answered "No," give details of negative reply:

MAIL/DELIVER IN SEALED ENVELOPE TO GENERAL AGENT OR MEDICAL DIRECTOR,  
SUN LIFE FINANCIAL, WELLESLEY HILLS, MA 02481.

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Exhibit UUU – Filed Under Seal  
in Accordance with Motion to  
File Exhibit Under Seal

# EXHIBIT VVV



SURROGATE'S COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

PROBATE PROCEEDING, WILL OF  
PETER VAN DE WETERING  
a/k/a

FILED  
SURROGATE'S COURT  
SUFFOLK COUNTY

AUG - 8 2014

MICHAEL CIPOLLINO  
CHIEF CLERK  
Deceased.

WAIVER OF PROCESS;  
CONSENT TO PROBATE

File No. 2014-2640

TO THE SURROGATE'S COURT, COUNTY OF SUFFOLK

The undersigned, being of full age and sound mind, residing at the address written below and interested in this proceeding as set forth in paragraph 6a of the petition, hereby waives the issuance and service of citation in this matter and consents that the court admit to probate the decedent's Last Will and Testament dated June 14, 2010 and codicils, if any, dated July 13, 2012

a copy of each of which testamentary instrument has been received by me, and that

☒ Letters Testamentary issue to: Joyce Van de Wetering and Jill Sanders

☒ Letters of Trusteeship issue to:

Joyce Van de Wetering, Jill Sanders of the following trusts: The Peter Van de Wetering Marital Trust

Joyce Van de Wetering, Jill Sanders of the following trusts: The Peter Van de Wetering Residuary Trust

of the following trusts: \_\_\_\_\_

of the following trusts: \_\_\_\_\_

☐ Further Relief Sought:

Dated: 6/20/14

Signature

Anton Van de Wetering

Print Name

550 Eagle Nest Court

Street Address

Laurel

City, Village, or Town

New York

State

11948

ZIP Code

United States

Country

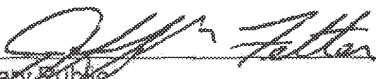
Son

Relationship

STATE OF NEW YORK  
COUNTY OF SUFFOLK } ss.:

On the 20 day of JUNE, 2014, before me personally came Anton Van de Wetering

to me known to be the person described in and who executed the foregoing instrument. Such person duly swore to such instrument before me and duly acknowledged that he/she executed the same.

  
Notary Public  
Commission Expires:  
(Affix Notary Stamp or Seal)

JEFFREY M. FETTER  
Notary Public, State of New York  
Qual. in Onon. Co., No. 02FE4805352  
My Commission Expires Sept. 30, 2014

Anthony J. Grizanti  
Print Name of Attorney

Scolaro, Fetter, Grizanti, McGough & King, P.C.

Firm

(315) 471-8111

Telephone

507 Plum Street, Suite 300, Syracuse, New York 13204

Address

At a Surrogate's Court of the State of New York held in and for the County of Suffolk at Riverhead, New York.

PRESENT: Hon. John M Czygier Jr, Surrogate

**Probate Proceeding, Will of  
Peter Van de Wetering**

**DECREE GRANTING PROBATE**

**File No. 2014-2640**

Deceased.

A verified petition having been filed by Joyce Van de Wetering and Jill Sanders praying for a decree admitting to probate written instruments dated June 14, 2010 propounded as the Last Will and Testament of the above named decedent; and Codicil(s) dated July 13, 2012; and

It satisfactorily appearing that all the persons required by law to be cited or who are interested in this proceeding have either failed to appear in response to a duly served citation or by their waiver and consent in writing duly executed and filed, waived the issuance and service upon them of a citation in this proceeding or have appeared and consented to the probate of the propounded instrument; and that notice of probate has been given to all persons entitled to such notice; and

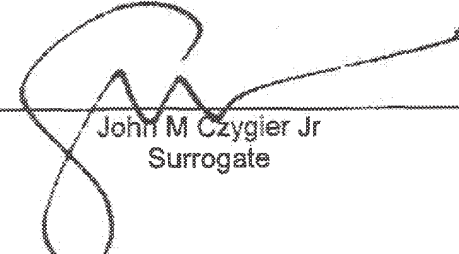
The probate not having been contested; and proofs having been duly filed on behalf of the attesting witnesses to the foregoing testamentary instruments; and it appearing by such proofs that the same were duly executed and are genuine and valid and that the decedent at the time of executing same was in all respects competent to make a will and not under restraint; it is

ORDERED AND DECREED, that the instruments offered for probate herein be, and the same hereby are admitted to probate as the Last Will and Testament of the above-named decedent, valid to pass real and personal property, that the Will and this Decree be recorded and that Letters Testamentary issue to Joyce Van de Wetering and Jill Sanders upon properly qualifying for such office; and that if Preliminary Letters Testamentary were issued, the same are hereby revoked; and it is

ORDERED AND DECREED, that Letters of Trusteeship issue to Joyce Van de Wetering and Jill Sanders FBO The Peter Van de Wetering Marital Trust and Joyce Van de Wetering and Jill Sanders FBO Peter Van de Wetering Residuary Trust, upon properly qualifying for such office.

DATED:

8/11/14

  
\_\_\_\_\_  
John M Czygier Jr  
Surrogate

FILED  
SURROGATE'S COURT  
SUFFOLK COUNTY

AUG 11 2014

MICHAEL CIPOLLINO  
CHIEF CLERK

## Surrogate's Court of the County of Suffolk

On the Date Written Below LETTERS TESTAMENTARY were granted by the Surrogate's Court of Suffolk County, New York as follows:

File #: 2014-2640

Name of Decedent: **Peter Van de Wetering**  
Domicile: **County of Suffolk**

Date of Death: 05-28-2014

Type of Letters Issued: **LETTERS TESTAMENTARY**

Fiduciaries Appointed: **Joyce Van de Wetering**  
**Jill Sanders**

Limitations: **NONE**

THESE LETTERS, granted pursuant to a decree entered by the court, authorize and empower the above-named fiduciary or fiduciaries to perform all acts requisite to the proper administration and disposition of the estate/trust of the Decedent in accordance with the decree and the laws of New York State, subject to the limitations and restrictions, if any, as set forth above.

Dated: August 25, 2014

IN TESTIMONY WHEREOF, the seal of the Suffolk County Surrogate's Court has been affixed.

WITNESS, Hon John M Czygier Jr, Judge of the Suffolk County Surrogate's Court



Michael Cipollino, Chief Clerk

*These Letters are Not Valid Without the Raised Seal of the Suffolk County Surrogate's Court*

FILED  
SURROGATES COURT  
SUFFOLK COUNTY

AUG 25 2014

MICHAEL CIPOLLINO  
CHIEF CLERK



SURROGATE'S COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

IN THE MATTER OF THE ESTATE OF  
PETER VAN DE WETERING  
a/k/a

LIST OF ASSETS — INVENTORY  
(Rule § 207.20(a))

Deceased.

File No. 2014-2640

The undersigned, a fiduciary or an attorney for the above estate, certifies that the following recapitulation constitutes the gross estate (for tax purposes) of the above decedent. The following documents are attached:

- ☒ a detailed list of assets; OR  
☐ a copy of one of the following:

☐ Form ET-90 ☐ ET-706 ☐ Form TT-385 ☐ Form 706 ☐ Form 706

IF FORM ET-90 OR ET-706 IS ATTACHED, ALL RIGHTS TO SECRECY UNDER TAX LAW § 994 ARE WAIVED.

Date of Death: May 28, 2014 Date of Letters: August 25, 2014

Type of Letters: Letters Testamentary, Letters of Trusteeship

Fiduciary Information:

Name

Joyce Van de Wetering

Address (if changed)

Name

Jill Sanders

Address (if changed)

Name

Address (if changed)

Name

Address (if changed)

Name

Address (if changed)

Name

Address (if changed)

RECAPITULATION OF  
ATTACHED SCHEDULES

Non-probate, Joint or  
Trust Property

Individually Owned by Decedent  
or Payable to Estate

A. Real Estate	\$ 300,000.00	\$ 0.00
B. Stocks and Bonds	0.00	219,342.00
C. Mortgages, Notes, Cash, etc.	243,183.00	1,590,942.00
D. Insurance on Decedent's Life	0.00	0.00
E. Jointly Owned Property	0.00	
F. Miscellaneous & Trust Property	0.00	3,017,642.00
G. Transfers During Decedent's Life	0.00	0.00
H. Powers of Appointment	0.00	0.00
I. Annuities	1,335,423.00	0.00
<b>TOTALS</b>	<b>\$ 1,878,606.00</b>	<b>\$ 4,827,926.00</b>

Cause of Action Pending for Wrongful  
Death or Conscious Pain and Suffering:

Amount Claimed \$ 0.00

Filing Fee under § 2402(7) \$ 1,250.00

Filing Fee Initially Paid \$ 1,250.00

☐ Balance ☒ Refund Due \$ 0.00

Certified to be true on: 9/2/15

Jill Sanders  
Signature

Jill Sanders  
Print Name

Anthony J. Grizanti  
Print Name of Attorney

(315) 471-8111  
Telephone

Scolaro, Fetter, Grizanti, McGough & King, P.C.  
Firm

507 Plum Street, Suite 300, Syracuse, New York 13204  
Address

## GROSS ASSETS

### Schedule A: Real Estate (Individually Owned Property)

Item	Description	Date of Death Value
1	None	
<b>TOTAL SCHEDULE A</b>		<b>\$0.00</b>

### Schedule B: Stocks and Bonds (Individually Owned)

Item	Description, including face amount of bonds & number of shares	Date of Death Value
1	Suffolk Bancorp, common, 7,835 shares @22.66	177,071.00
2	Suffolk Greenway, Inc., preferred stock, 1 share @1,000	1,000.00
3	Fiduciary Claymore Mlp Opp Fd, common, 100 shares @27.03 plus dividend of 42.00	2,745.00
4	Ishares Trust Tips Bd Etf, 20 shares @115.755	2,315.00
5	Ishares Tr DJ US Index Fd, 40 shares @96.69	3,868.00
6	Oppenheimer Conv Secs Fd Cl M, 150 shares @49.6160	7,442.00
7	Rydex EFT Tr S&P Equal Weighted Index Fund, 125 shares @74.355	9,294.00
8	Vanguard Bd Index Fd Inc Short Term Bond, 30 shares @ 80.48	2,414.00
9	Vanguard Bd Index Fd Inc Total Bnd Mrkt, 25 shares @ 82.4150	2,060.00
10	Vanguard Index Fds Reit ETF, 50 shares @ 74.0950	3,705.00
11	Vanguard Index Fds Total Stk Mkt, 75 shares @99.0417	7,428.00
<b>TOTAL SCHEDULE B</b>		<b>\$219,342.00</b>

### Schedule C: Mortgages, Notes and Cash (Including Bank Deposits) (Jointly owned property should be reported at E; trust property at F)

Item	Description	Date of Death Value
1	Time Capital brokerage account, General Treasury Prime Class B, Money Market Funds	40,942.00
2	Promisory Notes, from Van de Wetering Greenhouses, Inc. to Peter Van de Wetering, dated 06/2004	100,000.00
3	Promisory Notes, from Van de Wetering Greenhouses, Inc. to Peter Van de Wetering, dated 08/2005	100,000.00
4	Promisory Notes, from Van de Wetering Greenhouses, Inc. to Peter Van de Wetering, dated 03/2003	350,000.00

5	Promisory Notes, from Van de Wetering Greenhouses, Inc. to Peter Van de Wetering, dated 01/2008	200,000.00
6	Promisory Notes, from Van de Wetering Greenhouses, Inc. to Peter Van de Wetering, dated 02/2010	200,000.00
7	Promisory Notes, from Van de Wetering Greenhouses, Inc. to Peter Van de Wetering, dated 07/2004	200,000.00
8	Promisory Notes, from Van de Wetering Greenhouses, Inc. to Peter Van de Wetering, dated 04/2004	200,000.00
9	Promisory Notes, from Van de Wetering Greenhouses, Inc. to Peter Van de Wetering, dated 02/2008	200,000.00
<b>TOTAL SCHEDULE C</b>		<b>\$1,590,942.00</b>

#### Schedule D: Insurance on Decedent's Life

##### (1) Payable to Estate

Item	Description	Date of Death Value
	NONE	
<b>TOTAL PAYABLE TO ESTATE</b>		<b>\$0.00</b>

##### (2) Payable to Named Beneficiary

Item	Description	Date of Death Value
1	MetLife Insurance Co., policy #7436056, policy owned by trust and beneficiary is trust, Insured: Peter Van de Wetering and Joyce Van de Wetering, value to estate: \$0.00	0.00
2	MetLife Insurance Co., policy #7436057, policy owned by trust and beneficiary is trust, Insured: Peter Van de Wetering and Joyce Van de Wetering, value to estate: \$0.00	0.00
<b>TOTAL PAYABLE TO NAMED BENEFICIARY</b>		<b>\$0.00</b>

#### Schedule E: Jointly Owned Property (Real & Personal Property)

##### (1) Real Estate

Item	Description	Joint Tenant	Date of Death Value
1	Real property - Residence at 903 Sound Shore Road, Town of Riverhead, State of New York, held as joint tenant with right of survivorship with Joyce Van de Wetering, full appraised value: 600,000.	Joyce Van de Wetering, surviving spouse	300,000.00

<b>TOTAL REAL ESTATE</b>	<b>\$300,000.00</b>
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**(2) Stocks and Bonds**

Item	Description	Joint Tenant	Date of Death Value
	NONE		
<b>TOTAL STOCKS AND BONDS</b>			<b>\$0.00</b>

**(3) Mortgages, Notes and Cash**

Item	Description	Joint Tenant	Date of Death Value
1	Suffolk County National Bank, checking account Redacted, full value of account: 420,864	Joyce Van de Wetering	210,432.00
2	Suffolk County National Bank, checking account Redacted, full value of account: 65,501	Joyce Van de Wetering	32,751.00
<b>TOTAL MORTGAGES, NOTES AND CASH</b>			<b>\$243,183.00</b>

**(4) Miscellaneous Goods and Furnishings**

Item	Description	Joint Tenant	Date of Death Value
	NONE		
<b>TOTAL MISCELLANEOUS GOODS AND FURNISHINGS</b>			<b>\$0.00</b>
<b>TOTAL SCHEDULE E</b>			<b>\$543,183.00</b>

**Schedule F: Other Miscellaneous Property**

**(1) Individually Owned**

Item	Description	Date of Death Value
1	Van de Wetering Capital, LLC, decedent held a 50% interest in the business entity, full value as per appraisal: 2,176,000	1,088,000.00
2	Van de Wetering, Inc. decedent held a 51% interest in the business entity, full value as per valuation provided: 441,944	225,391.00
3	Deferred Compensation Agreement with Van de Wetering Greenhouse, Inc.	1,667,986.00
4	Lexus automobile	36,265.00
<b>TOTAL INDIVIDUALLY OWNED PROPERTY</b>		<b>\$3,017,642.00</b>

**(2) Firearms**

Item	Description	Date of Death Value
	NONE	
<b>TOTAL FIREARMS</b>		<b>\$0.00</b>

**(3) Assets Passing to the Estate from Employment**

Item	Description	Date of Death Value
	NONE	
<b>TOTAL ASSETS PASSING TO THE ESTATE FROM EMPLOYMENT</b>		<b>\$0.00</b>

**(4) Trust Property**

Item	Description	Date of Death Value
	NONE	
<b>TOTAL TRUST PROPERTY</b>		<b>\$0.00</b>

**Schedule G: Transfers During Decedent's Life**

Item	Description	Date of Death Value
	NONE	
<b>TOTAL TRANSFERS DURING DECEDENT'S LIFE</b>		<b>\$0.00</b>

**Schedule H: Powers of Appointment**

Item	Description	Date of Death Value
	NONE	
<b>TOTAL NON-PROBATE, JOINT OR TRUST</b>		<b>\$0.00</b>
<b>TOTAL INDIVIDUALLY OWNED BY DECEDENT OR PAYABLE TO ESTATE</b>		<b>\$0.00</b>

**Schedule I: Annuities**

Item	Description	Date of Death Value
1	Suffolk County National Bank, IRA account # Redacted , beneficiary: Joyce Van de Wetering.	665,143.00
2	Suffolk County National Bank, IRA account : Redacted , beneficiary: Joyce Van de Wetering.	670,280.00
<b>TOTAL NON-PROBATE, JOINT OR TRUST</b>		<b>\$1,335,423.00</b>

<b>TOTAL INDIVIDUALLY OWNED BY DECEDENT OR PAYABLE TO ESTATE</b>	<b>\$0.00</b>
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**Cause of Action**  
(for Decedent's wrongful death and for conscious pain and suffering, as well as any other type of action)

<b>Description</b>	<b>Court in Which Action Pending</b>	<b>Index Number</b>	<b>Demanded</b>
NONE			
<b>TOTAL AMOUNT CLAIMED</b>			<b>\$0.00</b>

## Surrogate's Court of the County of Suffolk

On the Date Written Below LETTERS OF TRUSTEESHIP were granted by the Surrogate's Court of Suffolk County, New York as follows:

File #: 2014-2640/A  
Date of Death: 05-28-2014

Name of Decedent: Peter Van de Wetering  
Domicile: County of Suffolk

Type of Letters Issued: LETTERS OF TRUSTEESHIP

Fiduciaries Appointed: Joyce Van de Wetering  
Jill Sanders

For The Benefit Of: THE PETER VAN DE WETERING MARITAL TRUST

Limitations: NONE

THESE LETTERS, granted pursuant to a decree entered by the court, authorize and empower the above-named fiduciary or fiduciaries to perform all acts requisite to the proper administration and disposition of the estate/trust of the Decedent in accordance with the decree and the laws of New York State, subject to the limitations and restrictions, if any, as set forth above.

Dated: August 25, 2014

IN TESTIMONY WHEREOF, the seal of the Suffolk County Surrogate's Court has been affixed.

WITNESS, Hon John M Czygier Jr, Judge of the Suffolk County Surrogate's Court



Michael Cipollino, Chief Clerk

*These Letters are Not Valid Without the Raised Seal of the Suffolk County Surrogate's Court*

FILED  
SURROGATES COURT  
SUFFOLK COUNTY

AUG 25 2014

MICHAEL CIPOLLINO  
CHIEF CLERK

# Surrogate's Court of the County of Suffolk

On the Date Written Below LETTERS OF TRUSTEESHIP were granted by the Surrogate's Court of Suffolk County, New York as follows:

Name of Decedent: Peter Van de Wetering  
Domicile: County of Suffolk  
File #: 2014-2640/B  
Date of Death: 05-28-2014  
Type of Letters Issued: LETTERS OF TRUSTEESHIP  
Fiduciaries Appointed: Joyce Van de Wetering  
Jill Sanders  
For The Benefit Of: PETER VAN DE WETERING RESIDUARY TRUST  
Limitations: NONE

THESE LETTERS, granted pursuant to a decree entered by the court, authorize and empower the above-named fiduciary or fiduciaries to perform all acts requisite to the proper administration and disposition of the estate/trust of the Decedent in accordance with the decree and the laws of New York State, subject to the limitations and restrictions, if any, as set forth above.

Dated: August 25, 2014

IN TESTIMONY WHEREOF, the seal of the Suffolk County Surrogate's Court has been affixed.

WITNESS, Hon John M Czygier Jr, Judge of the Suffolk County Surrogate's Court



Michael Cipollino, Chief Clerk

*These Letters are Not Valid Without the Raised Seal of the Suffolk County Surrogate's Court*

FILED  
SURROGATES COURT  
SUFFOLK COUNTY

AUG 25 2014

MICHAEL CIPOLLINO  
CHIEF CLERK

# **EXHIBIT WWW**

**INSURED'S DISCLOSURE STATEMENT, ACKNOWLEDGMENT AND CONSENT AND  
AGREEMENT**

<b>INSURED:</b>	Peter Van de Wetering
-----------------	-----------------------

I, the undersigned, refer to the transactions contemplated by that certain Note and Security Agreement (the "Note") between Peter Van de Wetering Revocable Life Insurance Trust #3, Premium Finance Sub-Trust (together, with its successors and assigns, the "Borrower") and the lender named therein (in such capacity, together, with its successors, assigns and agents, the "Lender"), under which Borrower shall be provided loans to procure certain life insurance policies which have been identified to the Lender (the "Policies"). The Note, the Trust Agreement, Supplement to Trust Agreement and each of the documents contemplated thereby or delivered in connection therewith are sometimes referred to collectively as the "Transaction Documents." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Transaction Documents.

The undersigned, as Insured, does hereby acknowledge that Insured has read each of the Transaction Documents that require the Insured's signature and further acknowledges, represents and warrants the following:

1. Insured has had the opportunity to review each of the Transaction Documents that require the Insured's signature with Insured's attorneys and/or advisors, to ask of Insured's attorneys and/or advisors such questions as Insured has desired with respect to such documents and has received satisfactory answers to Insured's questions. Insured has a complete understanding of each of the Transaction Documents that require the Insured's signature.
2. Insured has not relied upon any advice from the Lender, the Program Administrator, or any affiliate of the Program Administrator, regarding its involvement in this transaction, and has not received and is not relying on any oral or written representations from any person that are inconsistent with or contrary to the information contained in this document or the other Transaction Documents that require the Insured's signature. Insured is signing this document and the other relevant Transaction Documents freely and voluntarily and is of sound mind and not subject to any constraint or undue influence, and has never been the subject of any mental health or mental competency proceeding or other proceeding or hearing with respect to which Insured's competency or capacity to contract is or was an issue.
3. Insured understands that the Lender, the Program Administrator, any insurance company providing insurance coverage relating to the value of the Policies, as well as third parties, will be acting in reliance upon the undertakings of the undersigned Insured set forth in this document.

As a condition to the consummation of the transactions contemplated by the Transaction Documents, and as consideration of the benefits to the Borrower to be derived from the Transaction Documents, the undersigned, as Insured agrees to:

1. Take all actions relating to the Policies that may be necessary or desirable from time to time in the Lender's discretion (but at no cost or expense to the Insured), including, but not limited to (i) executing all such documents as may be required by the Lender or the Insurer, in connection with the terms and conditions of the Transaction Documents, and (ii) cooperating in any way reasonably requested by Lender from time to time, including, but not limited to, assisting in keeping any of the Policies in force, or liquidating any of the Policies upon a default, or a relinquishment of any of the Policies, under the Note.
2. Notify the Program Administrator in writing of any change in my address promptly after any such change.

Insured Initials

*PVW*

3. Direct my executor, administrator and/or personal representative to provide the Program Administrator with a certified copy of my death certificate promptly after my death.
4. In the event that I receive any proceeds derived or to be derived from the Policies which I am not entitled to receive pursuant to the Transaction Documents: (i) hold such proceeds in constructive trust for the benefit of the Lender; (ii) immediately notify the Lender of such receipt; (iii) immediately transfer, convey and pay over such proceeds to the Lender; and (iv) take any and all actions reasonably requested by the Lender in order to change the payment instructions with respect to the Policies such that proceeds therefrom are payable solely to the Lender.
5. Hold each of the Lender, the Program Administrator, any affiliate of the Program Administrator and any insurance company providing insurance coverage relating to the value of the Policies, harmless, and indemnify each of them from and against any loss, liability, expense, claim, or demand arising out of or in connection with (i) my failure to perform any of my obligations herein (or the failure of the Borrower to perform any of its obligations in any of the Transaction Documents) and/or (ii) any representation, and/or information provided, by me, the Borrower, or any of our agents, to the Lender or the Program Administrator being found to be false or materially misleading (collectively, "Losses"), except for those Losses resulting directly from the gross negligence or willful misconduct of either the Lender or the Program Administrator. The foregoing indemnity shall survive the termination of this Consent and Agreement and the Transaction Documents.

Any and all notices required or permitted under this Consent and Agreement shall be in writing, and sent by either certified mail, or registered mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service which provides proof of delivery, to the party to whom it is directed at such party's address set forth below, or at such other address provided in a notice as prescribed herein. Any such notice duly given pursuant to this Consent and Agreement shall be deemed effective (a) in the case of certified mail or registered mail, return receipt requested, at the time indicated on the receipt, and (b) in the case of delivery via a nationally recognized overnight delivery service, at the time of delivery.

Insured: Peter Van de Wetering  
903 Sound Shore Road  
Riverhead, NY 11901

Program Administrator: Coventry Capital  
Attn: Legal Department  
7111 Valley Green Road  
Fort Washington, PA 19034-2209

Please complete the following information in order that we may remain in contact with you. We will maintain this information in confidence, subject to applicable law, the disclosure contemplated by the Note and the reasonable requirements of our business. This listing is for our records only and not for solicitation purposes. Please contact our offices at the following address should your contact information change:

Coventry Corporate Center  
7111 Valley Green Road  
Fort Washington, PA 19034-2209  
Attention: Contract Services  
(fax) 215-753-6442

Insured Initials PVW

Insured designates the following two (2) individuals ("Designees") who may be contacted for inquiries about Insured's health status as it relates to any liquidation of the Policies (including, without limitation, in connection with a relinquishment or foreclosure).

Designee # 1 (Must be Insured's nearest Living Relative)

Name: WALTER GRAVAGNA  
Address: 7 PINTAIL COURT  
RIVERHEAD, NY 11901  
Telephone: (631) 369-6686  
Relationship: \_\_\_\_\_

Designee # 2

Name: CHRISTOPHER SANTINI  
Address: 51 E. MAIN STREET  
SMITHTOWN, NY 11787  
Telephone: (631) 366-0070  
Relationship: \_\_\_\_\_

Except to the extent that any party shall seek equitable relief, all other disputes and controversies of every kind and nature between the Program Administrator and the Insured arising out of or in connection with this Consent and Agreement including, but not limited to, its existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination thereof shall be submitted and settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in Philadelphia, Pennsylvania before a panel of three (3) arbitrators, hereafter collectively referred to as "arbitrator", knowledgeable in the business of life insurance, one to be chosen by each party, and the third to be chosen by the two previously chosen arbitrators. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to award punitive, exemplary, or consequential damages. **THIS CONSENT AND AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CHOICE OF LAW DOCTRINE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

**I UNDERSTAND THAT IT IS A CRIME TO KNOWINGLY PRESENT FALSE, INCOMPLETE OR MISLEADING INFORMATION TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION FOR THE PURPOSES OF DEFRAUDING SUCH COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF BENEFITS AND CIVIL DAMAGES.**

Insured Initials PVW

INSURED

X Peter Van de Wetering  
(Signature of Insured)

Peter Van de Wetering  
(Printed name of Insured)

NOTARY

State of NEW YORK )  
County of SUFFOLK ) SS:

Subscribed and affirmed to before me this 19<sup>th</sup> day of OCTOBER, 2005

(Seal) Felicia Cerrella  
(Signature of Notary Public)

**FELICIA CERRELLA**  
Notary Public, State of New York  
No: 4937123  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires July 11, 2006

My commission expires: \_\_\_\_\_

Insured Initials PVW